

**TWO PHASED SOLICITATION Explanation:**

**This is the first phase of a two phased solicitation. The purpose of PHASE I is to pre-qualify vendors in accordance with those factors outlined in Section M. A generic statement of work is provided herein. A more specific statement of work, the specifications, drawings and applicable Wage Determination will be provided in PHASE II of the solicitation.**

**The Agency will employ a TIERED EVALUATION method of source selection to this solicitation. All sized businesses are encouraged to submit a proposal, and, depending on the response, certain sized businesses will be given preference. Please see Section M for more details.**

**In PHASE II, after the TIERED EVALUATION is applied, award will be made to the lowest, priced technically qualified vendor.**

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

(Provided in PHASE II)

**PART I - SECTION C**  
**SCOPE OF WORK**

Project: Honolulu (HNL) ATCT Chiller Replacement Project

Provide all labor, materials, and equipment to replace three 170 ton chillers and associated air cooled condensers located at the Honolulu (HNL) International Airport Traffic Control Tower (ATCT). Scope of work to include the following:

1. Remove and replace three 170 ton chillers and associated remote air cooled condensers (total of six condensers), including, but not limited to, associated refrigerant piping and accessories, chilled water piping and accessories up to isolation valves, flow meters, electrical disconnect switches; update associated electrical and controls.
2. Remove and replace three primary loop chilled water pumps and piping accessories up to respective chilled water isolation valves; update electrical service for new pumps, including new disconnects and VFD's; update associated electrical and controls.

Provide a new short circuit and coordination study for new chillers, and update electrical service to equipment as needed.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

Not Applicable

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

### **3.1-1** **Clauses and Provisions Incorporated by reference (July 2011)**

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(End of clause)

### 3.10.4-10 Inspection of Construction (September 2009)

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

### 3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

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(End of clause)

**3.10.1-24** **Notice of Delay** (March 2009)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1                                      Clauses and Provisions Incorporated by reference (July 2011)**

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(End of clause)

**3.10.1-23                                      Contracting Officer's Representative-Construction Contracts (April 2012)**

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Representatives (CORs). The Contracting Officer will provide written notice of COR appointment(s), setting forth the authorities and limitations, to the Contractor within \_\_\_\_ calendar days prior to the notice to proceed. COR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### 3.1-1                                      **Clauses and Provisions Incorporated by reference** (July 2011)

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(End of clause)

#### 3.1.9-1                                      **Electronic Commerce and Signature** (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are **ELECTRONIC MAIL OR FACSIMILE**. **Note, though, all Offerors are responsible for verifying receipt.**

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are **ALL CONTRACT ACTIONS**.

(e) The use of electronic signature technology **IS** authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

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### INVOICE SUBMISSION

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Please submit all weekly, Davis-Bacon compliant payrolls to the COR and CO *before* submitting any progress payment. In addition, upon final invoice submission, Contractor must provide (1) Contractor's Release; and (2) compliance statement in accordance with AMS Clause 3.6.3-12 (See below).

#### 3.6.3-12                                      **Asbestos - Free Construction** (April 2009)

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the



Contracting Officer (CO) a signed statement **BEFORE SUBMISSION OF FINAL INVOICE** indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1 **Clauses and Provisions Incorporated by reference (July 2011)**

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(End of clause)

<b>3.1.7-2</b>	<b>Organizational Conflicts of Interest</b> (August 1997)
<b>3.2.2.3-33</b>	<b>Order of Precedence</b> (March 2009)
<b>3.2.2.3-42</b>	<b>Differing Site Conditions</b> (July 2004)
<b>3.2.2.3-43</b>	<b>Site Investigation and Conditions Affecting the Work</b> (July 2004)
<b>3.2.2.3-45</b>	<b>Material and Workmanship</b> (July 2004)
<b>3.2.2.3-46</b>	<b>Supervising the Contract Work</b> (July 2004)
<b>3.2.2.3-47</b>	<b>Permits and Responsibilities</b> (July 2004)
<b>3.2.2.3-48</b>	<b>Other Contracts</b> (March 2009)
<b>3.2.2.3-49</b>	<b>Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements</b> (July 2004)
<b>3.2.2.3-50</b>	<b>Property Protection</b> (March 2009)
<b>3.2.2.3-51</b>	<b>Operations and Storage Areas</b> (April 2012)
<b>3.2.2.3-52</b>	<b>Use and Possession Before the Project is Complete</b> (July 2004)
<b>3.2.2.3-53</b>	<b>Cleaning Up and Roadway Maintenance</b> (July 2004)
<b>3.2.2.3-54</b>	<b>Preventing Accidents</b> (July 2004)
<b>3.2.2.3-56</b>	<b>Schedules for Construction Contracts</b> (July 2004)
<b>3.2.2.3-60</b>	<b>Specifications, Drawings, and Material Offers</b> (March 2009)
<b>3.2.2.3-62</b>	<b>Preconstruction Conference</b> (July 2004)
<b>3.2.2.3-66</b>	<b>Contractor's Daily Log</b> (July 2004)
<b>3.2.2.3-68</b>	<b>Safety and Health</b> (July 2004)
<b>3.2.2.3-69</b>	<b>Subcontracts - Construction</b> (July 2004)
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment</b> (April 2011)
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements</b> (April 2008)
<b>3.2.5-1</b>	<b>Officials Not to Benefit</b> (April 1996)
<b>3.2.5-3</b>	<b>Gratuities or Gifts</b> (January 1999)
<b>3.2.5-4</b>	<b>Contingent Fees</b> (October 1996)
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures</b> (October 2010)
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees</b> (April 1996)
<b>3.3.1-2</b>	<b>Payments under Fixed-Price Construction Contracts</b> (April 1996)
<b>3.3.1-19</b>	<b>Prompt Payment for Construction Contracts</b> (September 2009)
<b>3.3.1-20</b>	<b>Providing Accelerated Payment to Small Business Subcontractors</b> (October 2012)
<b>3.3.1-34</b>	<b>Payment by Electronic Funds Transfer- System for Award Management</b> (August 2012)
<b>3.3.2-1</b>	<b>FAA Cost Principles</b> (October 1996)
<b>3.4.1-4</b>	<b>Performance Bond Requirements</b> (October 2010)

3.4.1-5	<b>Payment Bond Requirements</b> (April 1996)
3.4.1-7	<b>Notice to Proceed</b> (April 1996)
3.4.1-10	<b>Insurance - Work on a Government Installation</b> (July 1996)
3.6.2-1	<b>Contract Work Hours and Safety Standards Act-Overtime Compensation</b> (January 2012)
3.6.2-2	<b>Convict Labor</b> (April 1996)
3.6.2-9	<b>Equal Opportunity</b> (August 1998)
3.6.2-13	<b>Affirmative Action for Workers with Disabilities</b> (October 2010)
3.6.2-16	<b>Notice to the Government of Labor Disputes</b> (April 1996)
3.6.2-18	<b>Davis Bacon Act</b> (October 2010)
3.6.2-19	<b>Withholding-Labor Violations</b> (April 1996)
3.6.2-20	<b>Payrolls and Basic Records</b> (April 2011)
3.6.2-21	<b>Apprentices, Trainees, and Helpers</b> (October 2010)
3.6.2-22	<b>Subcontracts (Labor Standards)</b> (October 2010)
3.6.2-23	<b>Certification of Eligibility</b> (April 1996)
3.6.2-35	<b>Prevention of Sexual Harassment</b> (August 1998)
3.6.2-39	<b>Trafficking in Persons</b> (January 2008)
3.6.2-44	<b>Notification of Employee Rights Under the National Labor Relations Act</b> (January 2012)
3.6.3-3	<b>Hazardous Material Identification and Material Safety Data</b> (April 2009)
3.6.3-13	<b>Recycle Content and Environmentally Preferable Products</b> (April 2009)
3.6.3-14	<b>Use Of Environmentally Preferable Products</b> (April 2009)
3.6.3-16	<b>Drug Free Workplace</b> (March 2009)
3.6.3-17	<b>Efficiency in Energy-Using Products</b> (April 2008)
3.6.3-19	<b>Affirmative Procurement of Biobased Products Under Service and Construction Contracts</b> (July 2010)
3.6.4-10	<b>Restrictions on Certain Foreign Purchases</b> (January 2010)
3.9.1-1	<b>Contract Disputes</b> (October 2011)
3.9.1-2	<b>Protest After Award</b> (August 1997)
3.10.1-7	<b>Bankruptcy</b> (April 1996)
3.10.1-8	<b>Suspension of Work</b> (September 1998)
3.10.1-15	<b>Changes-Construction, Dismantling, Demolition, or Removal of Improvements</b> (July 1996)
3.10.1-16	<b>Changes and Changed Conditions</b> (April 1996)
3.10.1-20	<b>Warranty-Construction</b> (July 1996)
3.10.1-25	<b>Novation and Change-Of-Name Agreements</b> (October 2007)
3.10.2-1	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
3.10.3-1	<b>Definitions</b> (April 2012)
3.10.3-2	<b>Government Property - Basic Clause</b> (April 2012)
3.10.6-1	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
3.10.6-6	<b>Default (Fixed Price Construction)</b> (October 1996)
3.13-5	<b>Seat Belt Use by Contractor Employees</b> (October 2001)
3.13-13	<b>Contractor Policy to Ban Text Messaging While Driving</b> (January 2011)

**3.2.2.3-37 Notification of Ownership Changes (July 2004)**

(a) The Contractor (you) must notify FAA in writing within 30 days when you become aware that a change in ownership has occurred or will occur and that the change could affect the value of your capitalized assets in the accounting records, asset valuations, or cause any other cost changes.

(b) You must:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the Contracting Officer (CO) access to the records on request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of your ownership changes; and

(4) Retain and maintain depreciation and amortization schedules based on the asset records maintained before each ownership change.

(c) You must include the substance of this clause in all subcontracts under this contract with a value exceeding \$1,000,000 and that require cost and price data.

(End of clause)

**3.2.2.3-60 Alternate I Specifications, Drawings, and Material Offers (March 2009)**

(k) When you finish the work under this contract, you must provide TWO (2) complete reproducible sets of all shop drawings as we finally approve them. These drawings must show all changes and revisions made up to the time you finish the work and we accept it.

(End of clause)

**3.2.2.3-68 Alternate I Safety and Health (July 2004)**

(a) Before beginning work, the Contractor (you) must:

(1) Perform a hazards analysis of the work specified in this contract. Consider both the site and adjacent conditions. Identify all significant hazards.

(2) Submit a safety plan for dealing with each specific hazard identified, whether you or FAA identified it.

(3) Meet with the CO's representatives during the preconstruction conference to discuss and to develop a mutual understanding about the content and implementation of the plan.

(4) The CO or her or his representatives may require other hazards to be added to the plan. If the CO determines that your planned hazard avoidance measures are insufficient, the CO or a designated representative may require you to revise the plan. You may not begin work involving identified hazards unless you have submitted adequate plans to the CO and the CO has reviewed them. This approval does not relieve you of your liability for safe performance.

(End of clause)

**3.3.1-33 System for Award Management (August 2012)**

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

### **3.6.2-14 Employment Reports on Veterans (January 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

### **3.6.2-24 Affirmative Action Compliance Requirements for Construction (October 2010)**

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the last four digits of the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation:	69.1%
Goals for female participation:	6.9%

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor,
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or



woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its

implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

**ALL CONTRACTUAL ATTACHMENTS (SPECIFICATIONS, DRAWINGS, DAVIS-BACON WAGE RATE, ETC.) WILL BE RELEASED TO THE QUALIFIED VENDORS IDENTIFIED AS A RESULT OF THIS, PHASE I OF THE SOLICITATION.**

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out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### 3.2.2.7-7

### Certification Regarding Responsibility Matters (January 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

**3.3.1-35 Certification of Registration in System for Award Management (August 2012)**

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-5 Certification of Non-segregated Facilities (March 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**



A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

### **3.6.2-6 Previous Contracts and Compliance Reports (May 1997)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

### **3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)**

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

## BUSINESS DECLARATION

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_  
EMAIL: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_  
b. Telephone Number of Person Making Declaration \_\_\_\_\_  
c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female      ☐ h. Male      ☐ i. 8(a) Certified (*Certification letter attached*)      ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
7. Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership      ☐ b. Partnership      \_\_\_\_\_  
☐ c. Other (*Explain*) \_\_\_\_\_
10. Gross receipts of the firm for the last three years: \_\_\_\_\_
- |                         |                           |                         |                           |
|-------------------------|---------------------------|-------------------------|---------------------------|
| a.2. Year Ending: _____ | b.2. Gross Receipts _____ | a.1. Year Ending: _____ | b.1. Gross Receipts _____ |
|                         |                           | a.3. Year Ending: _____ | b.3. Gross Receipts _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM  
SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. Signature \_\_\_\_\_

b. \_\_\_\_\_

Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_

d. \_\_\_\_\_

Title: \_\_\_\_\_



## PART IV - SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### 3.1-1                                      **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

<b>3.2.2.3-1</b>	<b>False Statements in Offers</b> (July 2004)
<b>3.2.2.3-11</b>	<b>Unnecessarily Elaborate Submittals</b> (July 2004)
<b>3.2.2.3-12</b>	<b>Amendments to Screening Information Requests</b> (July 2004)
<b>3.2.2.3-13</b>	<b>Submission of Information/Documentation/Offer</b> (July 2004)
<b>3.2.2.3-14</b>	<b>Late Submissions, Modifications, and Withdrawals of Submittals</b> (July 2004)
<b>3.2.2.3-16</b>	<b>Restricting, Disclosing and Using Data</b> (July 2004)
<b>3.2.2.3-17</b>	<b>Preparing Offers</b> (July 2004)
<b>3.2.2.3-18</b>	<b>Prospective Offeror's Requests for Explanations</b> (March 2009)
<b>3.2.2.3-19</b>	<b>Contract Award</b> (July 2004)
<b>3.13-4</b>	<b>Contractor Identification Number - Data Universal Numbering System (DUNS) Number</b> (August 2012)

#### **3.2.2.3-20                                      Electronic Offers** (July 2004)

(a) The offeror (you) may submit responses to this SIR by the following electronic means **EMAL or FACSIMILE**. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [GINA.STORLIE@FAA.GOV](mailto:GINA.STORLIE@FAA.GOV) or 425 227 1055.

(f) If you chose to send your offer electronically, **we will not be responsible for any failure attributable to transmitting or receiving the offer. NOTE, too, that our system has a 5MB file size limitation.**

(End of provision)

#### **3.2.2.3-63                                      Site Visit (Construction)** (July 2004)

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

THERE WILL BE ONE (1) SITE VISIT OFFERED THE SECOND, FULL WEEK OF DECEMBER 2012. MORE INFORMATION WILL FOLLOW.

(End of provision)

### **3.9.1-3 Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

#### NAICS SIZE STANDARD – DETERMINATION FOR SMALL BUSINESS CLASSIFICATION [238220](#) HVAC (heating, ventilation and air-conditioning) contractors.

**L001. Small Business.** Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K.

**L002. Tiered Evaluation.** A tiered evaluation of offers will be used in source selection for this contract, and offers from other-than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received (see Part IV, Section M for details).

### PHASE I

#### **L003. SUBMISSION OF OFFER FOR PHASE I**

(1) An Offeror shall submit an offer which shall include the following:

- a) **Cover letter stating that no exceptions are taken to any contract terms and conditions, or a detailed summary of all exceptions taken.**

- b) **Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS**
- c) **Part IV, Section K and Business Declaration Form** (Please provide Email Address on form)
- d) **PART IV, Section M, Proposal** (Not to exceed twenty (20) pages.)
- e) **Three (3) Customer Satisfaction Surveys** as submitted by Third Party References
  - a. Proposal must include a list of those third parties to whom the survey was submitted.
- f) **Electronic Copy of Everything Stated Above (i.e., CD or verified, received email)**

**L004. SOLICITATION QUESTIONS:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing at least ten (10) calendar days prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Gina Storlie, Contract Specialist, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1055 or gina.storlie@faa.gov. Telephone questions **will not** be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

#### **L005. SUBMISSION OF PROPOSAL**

*Directions for submitting proposal:*

Mail or hand-carry proposal to:

Federal Aviation Administration  
 Attn: Gina Storlie  
 1601 Lind Ave. S.W.  
 Renton WA 98057

**PHASE I PROPOSALS ARE DUE NO LATER THAN 4:00 PM ON WEDNESDAY, NOVEMBER 28, 2012. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**



**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M001.      QUALIFIED VENDORS LIST.**

The purpose of this solicitation is to establish a QUALIFIED VENDORS LIST for the above referenced project. All other, pertinent solicitation documents will be released at a later date, in Phase II of the Solicitation.

(End of provision)

**M002.      EVALUATION FACTORS FOR ESTABLISHMENT OF QUALIFIED VENDORS LIST (QVL) – PHASE I**

**EVALUATION CRITERION NO. 1 -- EXPERIENCE:**

1. Use supporting documentation to demonstrate at least **three (3) similarly-scoped, chiller projects successfully completed in the past five (5) years**. Experience must also demonstrate **at least five (5) years of experience in industrial/commercial refrigeration or air conditioning**. The three (3) demonstrative projects must meet these stated criteria.

Projects should be listed in order starting with FAA or other federal government contracts. Then, state/local government contracts or private sector contracts should be listed to further demonstrate capabilities. Information must be provided in the following format:

- a. Name and location of project
- b. Brief description of type and extent of services provided
- c. Name and contact information of owner (if government agency, indicate contract number and responsible contracting office)
- d. Date of completion
- e. Total amount of contract
- f. The names and telephone numbers of references that can be contacted to validate performance

Evaluation Standard: **Contractor must show three (3) similarly-scoped, chiller projects successfully completed in the past five (5) years AND demonstrate at least five (5) years of experience in industrial/commercial refrigeration or air conditioning.**

**EVALUATION CRITERION NO. 2 – PAST PERFORMANCE:**

The Applicant is REQUIRED to have at least three (3) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o GINA STORLIE by a third party reference. It is advised that the Applicant distribute more than three CSS's to third party-references as not all are returned, and receipt of less than three could lead to the Applicant's disqualification. Customer Satisfaction Surveys may be emailed to GINA STORLIE at [gina.storlie@faa.gov](mailto:gina.storlie@faa.gov). The surveys may also be faxed at the Applicant's risk to 425-227-1055 Attn: GINA STORLIE. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the application deadline.

Evaluation Standard: **Contractor must have a positive past performance history (an average score of at least 4). Keep in mind, however, that the Agency may use other sources to compile past performance history, including, but not limited to, other customer references, other agency references, social media, etc. Other sources may be used in calculation of a firm's relative ranking. Contractor will have an opportunity to address negative references.**

The three (3) customer satisfaction surveys (CSS's) will not count toward your twenty (20) page limit.

### **M003. EVALUSTION FACTOR FOR AWARD - PHASE II**

Once the Government has identified the qualified vendors (as a result of PHASE I), the Government will issue the PHASE II Solicitation to those vendors. The Government will, then, employ the TIERED EVALUATION METHOD of source selection (explained below) to those qualifying vendors. Once the appropriate tier of qualified vendors is identified, award will be made to **the LOWEST PRICED OFFER**. The Government reserves the right to award initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility.

**M004. Tiered Evaluation of Proposals:** A tiered evaluation of offers will be used in this source selection. The FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible, small business concerns were received. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier, the evaluation will proceed to the next higher lettered tier until award can be made. All responsible, competitive offers in a single tier will be considered equally for award. The tiered order of precedence for considering offers is (from first to last):

- a) Socially and economically disadvantaged businesses (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program.
- b) Service-disabled veteran owned small businesses (SDVOSB) and responsible, competitive offers from the previous tier.
- c) Small businesses and responsible, competitive offers from previous tiers.
- d) Other-than small businesses and responsible, competitive offers from previous tiers.